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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KARTWHEELS USA, INC., a Nevada)	Case No.: 2:10-cv-01755-PMP-LRL
corporation,)	
)	
Plaintiff,)	<u>STIPULATED PROTECTIVE</u>
)	<u>ORDER REGARDING</u>
vs.)	<u>CONFIDENTIALITY</u>
)	
TROLLEYBASKET NORTH AMERICA LLC.,)	
a Connecticut limited liability company, and)	
ACURIX LLC, a Delaware limited liability)	
company,)	
)	
Defendants.)	

WHEREAS, the parties as well as non-parties may, during the course of this action, be required to disclose trade secrets and other confidential research, development, marketing, or proprietary commercial information within the meaning of Rule 26(c) of the Federal Rules of Civil Procedure; and

WHEREAS, the parties have, through counsel, stipulated and agreed to entry of this Protective Order pursuant to Rule 26(c) to prevent unnecessary disclosure or dissemination of such confidential information;

IT IS HEREBY STIPULATED that the following provisions of this Order shall govern and control the disclosure, dissemination, and use of information in this action.

1. This Order shall govern the production, use, and disclosure of confidential documents and information produced, used, or disclosed in connection with these actions and designated in accordance with this Order.

1 2. Any party (hereinafter "Designating Party") may designate information or
2 documents produced, used, or disclosed in connection with this action ("Discovery Material") as
3 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" to the other
4 parties and other persons involved in this action (collectively "Receiving Party") by stamping
5 the legend "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" on the
6 documents or orally if recorded as part of a deposition or court record, pursuant to the terms of
7 this Order. In designating Discovery Material as "CONFIDENTIAL" or "CONFIDENTIAL --
8 ATTORNEY'S EYES ONLY," counsel for a Designating Party will make such designation
9 only as to that information that he or she in good faith believes to be "CONFIDENTIAL" or
10 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" as defined in Paragraphs 2.a. or 2.b. of
11 this Order.

12 a. "CONFIDENTIAL" means trade secrets, other confidential, non-public and
13 proprietary technical information, including, research or development information, patent
14 applications, trademark applications, commercial, financial, budgeting and/or accounting
15 information, information about existing customers, marketing studies, performance and
16 projections, business strategies, decisions and/or negotiations, personnel compensation,
17 evaluations and other employment information, as well as confidential and proprietary
18 information about affiliate, parents, subsidiaries and third parties with whom the parties to this
19 action have or have had business relationships which a producing party in good faith so
20 designates because of its view that the information or any information derived therefrom
21 contains or reflect trade secrets, or other confidential research, development, or commercial
22 information. The "CONFIDENTIAL" category shall be invoked by a Designating Party only
23 relative to documents or categories of documents that contain confidential information that
24 legitimately falls within the definition of protectable documents under Fed. R. Civ. P. 26(c).

25 b. "CONFIDENTIAL" information may be further restricted by an
26 "ATTORNEY'S EYES ONLY" designation. Designation of "CONFIDENTIAL" information
27 with the further restriction of "ATTORNEY'S EYES ONLY" shall be limited to information
28 and documents that contain or refer to trade secrets or other confidential or technical research,

1 development, business, or financial information that, if disclosed to a business competitor, may
2 tend to damage the Designating Party's competitive position.

3 3. The designation of Discovery Material in the form of documents, responses to
4 requests for admission and interrogatories, responses to subpoenas or other tangible materials
5 (including, without limitation, electronically stored information), other than depositions or other
6 pretrial testimony, as "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES
7 ONLY" shall be made by the Designating Party in the following manner:

8 a. Documents designated "CONFIDENTIAL" shall be so marked by conspicuously
9 affixing the legend "CONFIDENTIAL" on each page containing any confidential information
10 (or in the case of computer medium on the medium and its label and/or cover) to which the
11 designation applies. Such designated Discovery Material shall also be identified by Bates
12 number. To the extent practical, the "CONFIDENTIAL" legend shall be placed near the Bates
13 number;

14 b. Documents designated "CONFIDENTIAL -- ATTORNEY'S EYES ONLY"
15 shall be so marked by conspicuously affixing the legend "CONFIDENTIAL -- ATTORNEY'S
16 EYES ONLY" on each page containing any counsel eyes only information (or in the case of
17 computer medium on the medium and its label and/or cover) to which the designation applies.
18 Such designated Discovery Material shall also be identified by Bates number. To the extent
19 practical, the "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" legend shall be placed near
20 the Bates number;

21 c. If a document has more than one designation, the more restrictive or higher
22 confidential designation applies.

23 d. As to those documents that are produced for examination for the purposes of
24 allowing opposing counsel to determine which of those documents opposing counsel desires
25 copies, those documents shall be treated as "CONFIDENTIAL -- ATTORNEY'S EYES
26 ONLY" pursuant to this Order, whether or not marked, until copies of the documents are
27 requested and produced, at which time the produced documents and information therein shall be
28 held pursuant to this Order based upon the designation, if any, marked upon the documents by

1 the Designating Party.

2 e. Documents printed out from any electronic medium marked with
3 “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEY’S EYES ONLY” shall be marked
4 by the printing party with the same designation as the electronic medium from which they are
5 printed.

6 f. To the extent electronically stored information or other material cannot
7 physically be labeled “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEY’S EYES
8 ONLY,” the parties will identify the material with sufficient specificity to put parties and others
9 subject to this Order on notice as to the confidential nature or such material.

10 4. Information conveyed or discussed in testimony at a deposition or a court hearing
11 shall be subject to this Order provided it is designated “CONFIDENTIAL” or
12 “CONFIDENTIAL -- ATTORNEY’S EYES ONLY” orally or in writing either at the time the
13 testimony is given or after receipt by the parties of the transcript. During such time as any
14 information or documents designated “CONFIDENTIAL” or “CONFIDENTIAL --
15 ATTORNEY’S EYES ONLY” are disclosed in a deposition, any party shall have the right to
16 exclude from attendance at the deposition any person who is not entitled to receive such
17 information or documents pursuant to this Order. Unless counsel for a party states otherwise on
18 the record, the entire deposition transcript for each deponent in this action and the information
19 contained therein is to be treated as “CONFIDENTIAL ATTORNEY’S EYES ONLY” for a
20 period of time not to exceed 30 days after the party receives a copy of the deposition transcript,
21 during which time the party may designate, in writing, specific portions of the transcript
22 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” as appropriate. If the
23 party fails to designate in writing any portions of the transcript as “CONFIDENTIAL” or
24 “CONFIDENTIAL -- ATTORNEY’S EYES ONLY” within the 30-day period, the other parties
25 shall be permitted to use the transcript and the information contained therein with no restrictions
26 of confidentiality subject to the provisions of paragraph 5 below.

27 5. Subject to the provisions of Paragraphs 2 and 3, the failure to designate
28 information or documents as “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEY’S

1 EYES ONLY” in accordance with this Order and the failure to object to such a designation shall
2 not preclude a party at a later time from subsequently designating or objecting to the designation
3 of such information or documents as “CONFIDENTIAL” or “CONFIDENTIAL --
4 ATTORNEY’S EYES ONLY.” The parties understand and acknowledge that failure of a party
5 to designate information or documents as “CONFIDENTIAL” or “CONFIDENTIAL --
6 ATTORNEY’S EYES ONLY” relieves the Receiving Party of obligations of confidentiality
7 until such a designation is made, except as otherwise provided herein. If any Discovery
8 Material is appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” after the Discovery Material was initially produced, the
10 Receiving Party, on timely notification of the designation, must make reasonable efforts to
11 assure that the Discovery Material is treated in accordance with the provisions of this Order.
12 Within five (5) days of receipt of the substitute copies of Discovery Material, the Receiving
13 Party shall return the previously undesignated Discovery Material and all copies thereof.

14 6. A party that objects to the designation of any document or information as
15 “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEY’S EYES ONLY” shall provide
16 written notice of the objection to the Designating Party. The notice shall state with specificity
17 the document objected to and the basis for the objection. A party that elects to initiate a
18 challenge to a Designating Party’s confidentiality designation must do so in good faith and must
19 begin the process by conferring directly (in voice to voice dialogue; other forms of
20 communication are not sufficient) with Counsel for the Designating Party. In conferring, the
21 challenging party must explain the basis for such challenging party’s belief that the
22 confidentiality designation was not proper, must give the Designating Party an opportunity to
23 review the designated Discovery Material, to reconsider the circumstances, and, if no change in
24 designation is offered, to explain the basis for the chosen designation. If the dispute cannot be
25 resolved, the objecting party may move the Court requesting that the document(s) in question be
26 redesignated. If such motion is brought by the objecting party, the Designating Party shall bear
27 the burden of establishing the confidentiality of the document(s) in question. No party shall be
28 under any obligation to object to any designation of confidentiality at the time such designation

1 is made, or any time thereafter. No party shall, by failure to object, be found to have acquiesced
2 or agreed to such designation or be barred from objecting to such a designation at any time
3 thereafter.

4 7. Other than by the Designating Party, any information or document designated as
5 “CONFIDENTIAL” shall be used solely in connection with this action and shall not be used in
6 any other manner by a Receiving Party. Any such designated information or documents shall
7 not be disclosed to anyone other than:

8 a. the Court and court personnel;

9 b. court reporters taking testimony in these actions and their necessary
10 stenographic, videographic, and clerical personnel;

11 c. the counsel and law firms representing the parties in this action and such
12 counsel’s employees, and third-party copy or document management vendors;

13 d. no more than a total of two (2) directors, officers or employees of each party, as
14 agreed upon by counsel solely for purposes of this action, who shall, prior to receiving such
15 designated information or documents, be furnished with a copy of this Order and shall execute a
16 Declaration in the form of Exhibit A attached hereto, confirming that he/she has read and
17 understands the provisions of this Order and agrees to be bound hereby (“Designated
18 Employees”).

19 e. testifying experts, investigators, consulting experts, advisors, jury consultants,
20 and mock jury members that are not presently employees of a party, provided, however, that
21 before any such person is shown or receives any information or document designated as
22 “CONFIDENTIAL,” he or she must execute a Declaration in the form of Exhibit A attached
23 hereto and the procedures of Paragraph 10 shall be followed;

24 f. persons testifying in depositions or court proceedings (including, without
25 limitation, persons preparing to testify in such depositions or court proceedings) to the extent the
26 “CONFIDENTIAL” document or information was authored by, addressed to, or received by the
27 person or party testifying; and

28 g. such other persons as the parties may designate in writing by stipulation or orally

1 agree upon on the record at a deposition in this action, provided, however, that before such
2 person is shown or receives any information or document designated as "CONFIDENTIAL," he
3 or she must (1) execute a Declaration in the form of Exhibit A attached hereto or (2) agree
4 orally on the record at a deposition in these actions to be bound by the terms of this Order, and
5 further provided that any documents designated as "CONFIDENTIAL" shall not be left in the
6 possession of the person subject to this subparagraph "g", except as may be required by Fed. R.
7 Civ. P. 30 or unless the person otherwise qualifies for access to such documents pursuant to this
8 Order.

9 8. Information designated "CONFIDENTIAL -- ATTORNEY'S EYES ONLY"
10 may be limited by restricting the time, place, and manner of inspection, the number of copies
11 allowed, and the format of production (e.g., paper, electronic, executable code, etc.) and shall be
12 limited to:

- 13 a. the Court and court personnel;
- 14 b. court reporters taking testimony in these actions and their necessary
15 stenographic, videographic, and clerical personnel;
- 16 c. the counsel and law firms representing the parties in this action and such
17 counsel's employees, and third-party copy or document management vendors;
- 18 d. testifying experts, investigators, consulting experts, advisors, jury consultants,
19 and mock jury members that are not presently employees of a party, provided, however, that
20 before any such person is shown or receives any information or document designated as
21 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY," he or she must execute a Declaration in
22 the form of Exhibit A attached hereto and the procedures of Paragraph 10 shall be followed;
- 23 e. persons testifying in depositions or court proceedings (including, without
24 limitation, persons preparing to testify in such depositions or court proceedings) to the extent the
25 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" document or information was authored
26 by, addressed to, or received by the person or party testifying; and
- 27 f. such other persons as the parties may designate in writing by stipulation or orally
28 agree upon on the record at a deposition in these actions, provided, however, that before such

1 person is shown or receives any information or document designated as "CONFIDENTIAL --
2 ATTORNEY'S EYES ONLY" he or she must (1) execute a Declaration in the form of Exhibit
3 A attached hereto or (2) agree orally on the record at a deposition in these actions to be bound
4 by the terms of this Order, and further provided that any documents designated as
5 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" shall not be left in the possession of the
6 person subject to this subparagraph "f", except as may be required by Fed. R. Civ. P. 30 or
7 unless the person otherwise qualifies for access to such documents pursuant to this Order.

8 9. This Order shall apply equally to documents and information produced by non-
9 parties to this action pursuant to subpoena or other disclosure. A non-party may designate
10 documents or information it produces as "CONFIDENTIAL" or "CONFIDENTIAL --
11 ATTORNEY'S EYES ONLY" pursuant to this Order. A non-party that makes original
12 documents or information available for inspection and review need not designate such
13 documents or materials for protection until after the inspecting party has indicated which
14 documents or material such inspecting party would like copied and produced. During the
15 inspection and before the designation, all of the documents or material made available for
16 inspection shall be deemed "CONFIDENTIAL -- ATTORNEY'S EYES ONLY." After the
17 inspecting party has identified the documents or materials such inspecting party wants copied
18 and produced, the inspecting party must determine which documents or materials, or portions
19 thereof, qualify for protection under this Order. Before producing the specified documents or
20 materials, the inspecting party must affix the appropriate legend ("CONFIDENTIAL" or
21 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY") on each page containing information or
22 material that qualifies for protection under this Order. If only a portion or portions of the
23 material on a page qualifies for protection, the inspecting party also must clearly identify the
24 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
25 each portion, the level of protection being asserted (either "CONFIDENTIAL" or
26 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY").

27 10. A party seeking to file any paper or other matter in any civil case designated
28 CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" shall seek to file

1 the paper or other matter under seal, pursuant to the Court's Local Rules, unless the Designating
2 Party authorizes, in writing, that such paper or other matter does not have to be filed under seal.

3 11. Any person in possession of "CONFIDENTIAL" or "CONFIDENTIAL --
4 ATTORNEY'S EYES ONLY" information shall exercise reasonably appropriate care with
5 regard to the storage, custody or use of such "CONFIDENTIAL" or "CONFIDENTIAL --
6 ATTORNEY'S EYES ONLY" information in order to ensure that the confidential or highly
7 confidential nature of the same is maintained.

8 12. If information designated "CONFIDENTIAL" or "CONFIDENTIAL --
9 ATTORNEY'S EYES ONLY" is disclosed to anyone other than in a manner authorized by this
10 Order, the party responsible for such disclosure must: (a) immediately bring all pertinent facts
11 relating to such disclosure to the attention of the Designating Party of the "CONFIDENTIAL"
12 or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" information; (b) retrieve such
13 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" information, or,
14 where the information is not retrievable, certify that it has been lost or destroyed and that no
15 copies are within the possession, custody, or control of unauthorized recipients of the
16 information, documents, or materials; and (c) prevent further disclosure.

17 13. Unless otherwise permitted herein, within sixty (60) days after the final
18 disposition of the action, including all appeals therefrom, all documents (originals and copies)
19 designated as "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" and
20 all excerpts therefrom in the possession, custody, or control of any parties (other than the
21 Designating Party) and any experts, investigators, advisors, or consultants shall be destroyed or
22 returned to counsel for the Designating Party. Outside Counsel for parties other than the
23 Designating Party may retain one copy of each document, pleading, trial exhibit, deposition
24 exhibit, work product, and transcript embodying documents or information designated as
25 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" for archival
26 purposes only, but shall destroy or return all additional copies of such documents, pleadings,
27 trial exhibits, deposition exhibits, work product, and transcripts. Upon request, the parties and
28 their counsel shall separately provide written certification to the Designating Party within sixty

1 (60) days after the final disposition of the action that the actions required by this paragraph have
2 been completed.

3 14. The Court shall retain jurisdiction over the parties for the purpose of ensuring
4 compliance with this Order and granting such amendments, modifications, and additions to this
5 Order and such other and further relief as may be necessary, and any party may apply to the
6 Court at any time for an amendment, modification, or addition to this Order. This Order shall
7 survive the final disposition of the action, by judgment, dismissal, settlement, or otherwise.

8 15. A party in receipt of documents or information designated as
9 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" hereunder who is
10 required to disclose the document or information pursuant to any law, regulation, order, or rule
11 of any governmental authority, shall give immediate advance notice within two (2) business
12 days, to the extent possible, or, if not possible, shall give notice as soon as possible thereafter, of
13 any such requested or actual disclosure in writing to the counsel of the other parties to afford the
14 parties the opportunity to seek legal protection from or otherwise limit the disclosure of such
15 information or documents.

16 16. Neither this Order nor any stipulation therefore, nor any disclosure or use of
17 information or documents, in whatever form, pursuant to this Order, shall be deemed an
18 admission, waiver, or agreement by any party that any information or documents designated as
19 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" hereunder is or is
20 not a trade secret or confidential information for purposes of determining the merits of any
21 claims any party may have against one another or a third party. Neither this Order nor any
22 stipulation therefore shall be deemed to expand the scope of discovery in these actions beyond
23 the limits otherwise prescribed by law, nor to enlarge the scope of discovery to matters
24 unrelated to these actions.

25 17. Inadvertent production of documents subject to work product immunity or the
26 attorney-client privilege or any other privilege or immunity shall not constitute a waiver of the
27 immunity or privilege; provided that the Designating Party notifies the Receiving Party in
28 writing via facsimile or email, with confirmation by first-class mail, of such inadvertent

1 production immediately upon learning of same. Such inadvertently produced documents, and all
2 copies thereof, shall be returned to the Designating Party upon request within five (5) business
3 days except that, if the Receiving Party intends to request that the Court order the production of
4 any such inadvertently produced documents, it may retain one copy of the document for such
5 purpose and if so, notify the Designating Party promptly. The Receiving Party must return such
6 inadvertently produced documents if the Receiving Party does not request such relief from the
7 Court within a reasonable time period not to exceed 20 days, unless the parties are engaged in
8 good faith discussions regarding the documents or if the Court denies any such relief, whichever
9 is longer, and no use may be made of such documents thereafter. Nothing in this Order shall
10 prevent the Receiving Party from requesting that the Court order the production of any such
11 inadvertently produced documents. Nothing in this Order prevents any party from petitioning
12 the Court for return of later discovered, inadvertently produced documents that are subject to
13 work product immunity or attorney-client privilege or any other privilege or immunity.

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1 18. Nothing in the Order shall be construed to affect the admissibility of any
2 document, material, or information at any trial or hearing; any request for confidentiality,
3 closure, or sealing of any hearing or trial must be made to the judge then presiding over this
4 action. A party intending to introduce confidential information or documentation at any hearing
5 or trial in this action will approach the bench for a ruling on how the information or
6 documentation is to be treated.

7 IT IS SO STIPULATED:

8
9 DATED: 1/13/2011

DATED: 1/13/2011

10
11 **WEIDE & MILLER, LTD.**

SNELL & WILMER L.L.P.

12 */s/ Mark Borghese*
13 By: _____
14 Mark Borghese, Esq.
15 7251 W. Lake Mead Blvd., Suite 530
Las Vegas, NV 89128
Attorneys for Plaintiff

/s/ Aaron D. Ford
By: _____
Aaron D. Ford, Esq.
3883 Howard Hughes Pkwy., Suite 1100
Las Vegas, NV 89169
Attorneys for Defendants

16
17
18 **ORDER**

19 **IT IS SO ORDERED:**

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22 _____
23 UNITED STATES MAGISTRATE JUDGE

24 DATED: 1-14-11

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EXHIBIT A

KARTWHEELS USA, INC., a Nevada
corporation,

Plaintiff,

vs.

TROLLEYBASKET NORTH AMERICA LLC.,
a Connecticut limited liability company, and
ACURIX LLC, a Delaware limited liability
company,

Defendants.

Case No.: 2:10-cv-01755-PMP-LRL

**ACKNOWLEDGMENT UNDER
PROTECTIVE ORDER**

1. My address is _____

3. My present employer is _____

4. My present occupation or job description is _____

7. I have carefully read and understood the provisions of the Stipulated Protective Order Regarding Confidentiality.

8. I will comply with all of the provisions of the Stipulated Protective Order Regarding Confidentiality.

1 9. I will hold in confidence, not to disclose to anyone not designated in the
2 Stipulated Protective Order Regarding Confidentiality, and will use only for the purposes of
3 assisting in the resolution of disputes between the parties to the action, any information or
4 documents designated as "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES
5 ONLY."

6 10. I will return all documents designated as "CONFIDENTIAL" or
7 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" that may come into my possession, and
8 documents or things which I may prepare relating thereto, to counsel for the party who disclosed
9 or furnished such documents to me promptly upon the request of counsel for all parties or, if
10 applicable, upon the request of counsel by whom I have been retained, or upon the conclusion of
11 these actions.

12 11. I hereby submit to the jurisdiction of this Court for the purposes of enforcement
13 against me of the terms of the Stipulated Protective Order Regarding Confidentiality and of the
14 terms of this Declaration.

15 12. I declare under penalty of perjury of the laws of the United States and the State
16 of Nevada that the foregoing is true and correct.

17
18
19 _____
20 Date

Signature

CERTIFICATE OF SERVICE

I am a resident of and employed in Clark County, Nevada. I am over the age of 18 years and not a party to the within action. My business address is: 7251 West Lake Mead Blvd., Suite 530, Las Vegas, Nevada, 89128.

On **January 13, 2011**, I served this document on the parties listed on the attached service list via one or more of the methods of service described below as indicated next to the name of the served individual or entity by a checked box:

PERSONAL SERVICE: by personally hand-delivering or causing to be hand delivered by such designated individual whose particular duties include delivery of such on behalf of the firm, addressed to the individual(s) listed, signed by such individual or his/her representative accepting on his/her behalf. A receipt of copy signed and dated by such an individual confirming delivery of the document will be maintained with the document and is attached.

E-MAIL / E-FILE: Automatically through the court's electronic filing system or by transmitting a copy of the document to the electronic-mail address designated by the attorney or the party who has filed a written consent for such manner of service.

FAX SERVICE: by transmitting to a facsimile machine maintained by the attorney or the party who has filed a written consent for such manner of service.

MAIL SERVICE: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am readily familiar with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

I declare that under penalty of perjury under the laws of the State of Nevada that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Nicole Littlejohn

An employee of WEIDE & MILLER, LTD.

SERVICE LIST

ATTORNEYS OF RECORD	PARTIES REPRESENTED	METHOD OF SERVICE
Aaron D. Ford, Esq. Snell & Wilmer L.L.P. 3883 Howard Hughes Parkway Suite 1100 Las Vegas, NV 89169 Telephone (702) 784-5200 Facsimile (702) 784-5252	Defendants	<input type="checkbox"/> Personal service <input checked="" type="checkbox"/> Email / E-File <input type="checkbox"/> Fax service <input type="checkbox"/> Mail service